

## ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking or other services, we will provide you the applicable agreements that govern the use of those services ("Online Services"). You agree that these terms shall apply to these other services except where those other agreements expressly provide other or contrary terms.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call the Credit Union at the number provided in the Rate and Fee Schedule or write us at the address provided in the Rate and Fee Schedule. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Types of Transactions:** These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

**Electronic Fund Transfers Initiated by Third Parties:** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

**Direct Deposits:** You can arrange for direct deposits to your checking or savings account(s).

**Preauthorized Payments:** You can arrange to pay certain recurring bills from your checking or savings account(s).

**Electronic check conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Electronic returned check charge:** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

**Account Access at Automated Teller Machines:** You can access your savings and checking accounts at ATMs through debit cards linked to your account (excluding prepaid cards).

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Deposit funds to checking and savings accounts.
- Transfer funds from your account associated with your card.
- Check the current balance of your savings and checking accounts.

\*Some of these transactions are not available at all ATMs.

**Purchases at Merchants:** You may use any of your credit union debit cards to make purchases at merchants that accept Visa® debit cards by entering your PIN or signing for your transaction. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your checking account linked to your debit card. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase. Typically, when you use your PIN to complete a transaction, the transaction processes through a non-Visa network and transactions completed with your signature process through a Visa network. Transactions processed through Visa networks typically are subject to Visa's rules and regulations that may include additional limits on your liability and streamlined error resolution procedures, which do not apply to transactions processed through non-Visa networks. In addition, signature-based transactions can, at the merchant's discretion, be processed as PIN-based transactions and provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply. Credit Union does not control how

merchants, ATMs, and transactions are classified for this purpose.

**24 Hour Telephone Teller:** If we approve 24 Hour Telephone Teller for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts.

At the present time, you may use 24 Hour Telephone Teller to:

- Transfer funds from your share, share draft, and money market accounts.
- Obtain balance information for your share, share draft, IRA, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, and money market accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under 24 Hour Telephone Teller via a touch-tone telephone only. 24 Hour Telephone Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on 24 Hour Telephone Teller transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- Maximum call length is ten (10) minutes.
- See Limits on Transfers section for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**Other Electronic Transactions:** In addition to transactions initiated by using your Credit Union Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your Credit Union Debit Card.
- You can also use any of your Credit Union Debit Cards to obtain a cash advance from your checking account at any Visa® member financial institution anywhere in the world.

**LIMITS ON TRANSFERS:** The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this Agreement and in the Rate and Fee Schedule and other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

**New Accounts:** If we permit a deposit at an ATM, your deposit will not be available until the ninth business day after the day of deposit.

**Security:** For security reasons, there are limitations on the transactions that you may perform with any of your credit union debit card per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that

you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member financial institutions you may perform during each 24-hour period. Central Time. Our standard transaction limits are set forth in the Rate and Fee Schedule. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of member accounts or transfer systems.

**Debit Card Transactions:** When you use your credit union debit card for payment, the merchant requests Credit Union to authorize the transaction amount. At the time of the request, we authorize or decline the merchant's request. If we authorize we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization, if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is authorized for payment you may be charged a Courtesy Pay Fee or Non-Sufficient Funds Fee, as defined in the Schedule. For more information on Available Balance please review Sections 2 and 8 above in this Agreement. Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

You may not use your card to initiate any type of electronic gambling transactions through the internet. If you wish to pay for goods or services over the internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

For ATM and one-time debit card transactions, you must consent to the Credit Union's Debit Card Overdraft Service in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions.

**FEES:** We will charge you fees for electronic fund transfers in accordance with the information found in the Rate and Fee Schedule. The fees may be changed at any time, subject to our giving you any notice required by law.

**ATM Surcharges:** When you use an ATM that is not affiliated with the Credit Union, you may be charged a fee by the ATM operator or any network used to complete the transfer.

**USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS:** You may use your credit union debit card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs. Refer to the Rate and Fee Schedule for fee information. We may block transactions in certain foreign countries. Call us at the numbers printed on the back of your access devices for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions, as defined in the Schedule. Credit Union does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date,

which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us at the numbers in the Rate and Fee Schedule or printed on the back of your access device.

**DOCUMENTATION:** Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

**Pre-authorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call Credit Union 24-Hour Banking or visit our Online Banking site at [www.usccu.org](http://www.usccu.org) to find out whether or not the deposit has been made.

**Periodic statements.** You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access.

**PREAUTHORIZED PAYMENTS:** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact Credit Union 24-Hour Banking or visit our Online Banking site at [www.usccu.org](http://www.usccu.org).

**Right to Stop Payment of Preauthorized Transfers:** To stop a preauthorized electronic payment or transfer, please contact us at the phone numbers in the Schedule. You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call. If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Stop payment request(s) are subject to fees listed in the Schedule.

**OUR LIABILITY:** Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. You do not have enough money in your account to make the transaction through no fault of ours.
2. The transaction goes over the credit limit on your overdraft line.
3. The terminal where you were making the transaction does not have enough cash.
4. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
5. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
6. You have not properly followed instructions for operation of the ATM or system.
7. The funds in your account are subject to legal process or other similar encumbrance.
8. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
9. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired access device.
10. The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

**Authorized Transactions:** We assume that all transactions performed with your Credit Union ATM Card or any of your Credit Union Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify

the Credit Union at the phone numbers set forth in the Rate and Fee Schedule that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN and/or account will have to be deactivated). You may also write to us, but your revocation of authority will not be valid until we actually receive it and have an opportunity to act upon it. We will have no obligation until notice is actually received by us.

**UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS / ACCESS DEVICES:** An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit. In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your credit union debit card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify Credit Union at the phone numbers set forth in the Rate and Fee Schedule that the person is no longer authorized to use your card or PIN.
- Notify Credit Union at the phone numbers set forth in the Rate and Fee Schedule or do so at any Credit Union branch of the loss, theft or unauthorized use of your card or PIN.
- Notify Credit Union at the phone numbers set forth in the Rate and Fee Schedule or do so at any Credit Union branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify the Credit Union at the phone numbers set forth in the Rate and Fee Schedule or failure to do so at any or any Credit Union branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions.

Credit Union Fraud Reporting: **Call or Write us using the contacts in the Rate and Fee Schedule for Reporting Fraud or Unauthorized Activity.**

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example: detection of suspicious or fraudulent activity; lack of usage; misuse; or access devices returned as undeliverable by postal service.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS:** Liability for Unauthorized Transfers. Tell us AT ONCE if you believe any access device or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can establish that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can establish that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address set forth in the Rate and Fee Schedule.

Special Rule for Debit VISA® Purchases: For Debit VISA® card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your negligence or fraud, these special limitations on liability may not apply, up to \$500.

**BUSINESS DAYS and DAILY "CUT-OFF" LIMITS:** Please see the Rate and Fee Schedule.

**CONFIDENTIALITY:** We will disclose information to third parties about your account as permitted by law or the transfers you make: 1. where it is necessary for completing transfers; or 2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or 3. in order to comply with government agency or court orders; or 4. if you give us your written permission; or 5. according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf.

**ERROR RESOLUTION NOTICE:** In case of errors or questions about your electronic transfers, contact the Credit Union at the

number or mail us as provided in the Rate and Fee Schedule, or visit any Credit Union branch, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

**REMITTANCE TRANSFERS:** What to do if You Want to Cancel a Remittance Transfer. Remittance Transfers to a beneficiary in a foreign country covered under Regulation E will be held for up to 45-minutes upon your receipt of our Disclosure confirming your payment order. Payment occurs when funds are deducted from your designated account to cover the Remittance Transfer amount and any associated fees and taxes, which begins the 30-minute time period for cancellation addressed herein which is not calculated from the time we actually send funds. You have a right to cancel and obtain a refund, including all fees within 30-minutes of your Payment. In order to cancel, you must contact us within this 30-minutes of Payment at the phone number or e-mail address in this Agreement. When you contact us, you must provide us with information to help us identify the Remittance Transfer you wish to cancel, including the amount and location where the funds were sent, and, preferably the Reference Code printed on the Disclosure provided when you ordered the Remittance Transfer. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account. After this 30-minute time period you may not be able to cancel or amend a remittance transfer request. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

**VISA Account Updater (VAU):** VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please contact us at the phone numbers set forth in the Rate and Fee Schedule.